

CONSENT FOR ACCESS TO PROPERTY

Property: 99-129 Chapel Street, Newark, New Jersey

Description: Block: 2442, Lots: 10, 11, 12

I, the undersigned, certify that I am the current owner of the above-referenced property or that I am authorized on behalf of the current owner of the above-referenced property to sign this Consent for Access to the Property. As the current owner or authorized agent of the current owner, I consent to officers, employees, and authorized representatives of the United States Environmental Protection Agency ("EPA") entering and having continued access to the above described property (the "Property") from December 2 to December 31, 2013 in order to perform the following removal activities:

- Remove existing fencing to allow access to contaminated soil along the fence line;
- Remove trees along fence line that may potentially be damaged during removal activities;
- Remove contaminated soils located immediately adjacent and along the fence line;
- Dispose of contaminated soil off-site;
- Backfill the excavated area to pre-existing grade;
- Collect post-excavation soil samples to document contamination remaining in place; and
- Document observations and samples taken through the collection of GPS coordinates, site sketches and photographs.

I understand that such representatives may include contractors and/or subcontractors hired by EPA. In addition, I understand that representatives may be from other federal and state agencies and their agents. I understand and agree that the above-mentioned representatives will be free to enter upon my property at all reasonable times during normal business hours, with at least 24 hours advance notice. EPA anticipates that the duration of the removal activities on the Property will last no more than 3 weeks.

All data collected by EPA during the sampling event (including sampling results, photographs, and GPS coordinates) will be provided to the property owner upon EPA's receipt of validated sampling data from the laboratory.

I understand that performance of tasks described above may require some disturbance to the Property and EPA will minimize any disturbance as much as possible. To the extent practicable, EPA will make all attempts to restore disturbed areas to its prior condition. EPA will remove all equipment, materials, refuse, and wastes generated during the work.


I understand that EPA requires its contractors to maintain comprehensive vehicle liability insurance, and comprehensive general liability insurance for bodily injury, death, and loss or damage to property or third persons, arising from the activities of its contractors. I further understand that insurance should be maintained at all times that EPA's contractors are conducting activities on my property. Certificates of Insurance shall be provided to Property Owner prior to the start of work naming the Property Owner as an additional insured and shall continue to be kept in force throughout the time period stated above for access to the Property.

I am aware that these actions are being undertaken by EPA pursuant to its response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, *et al.*

This written permission is given by me voluntarily and without threats or promises of any kind. By my signature I also acknowledge that I am fully authorized to grant such access.

Date: 11/26/13

By:


Signature

Robert F. Chambers
Printed Name of Signatory

General Counsel
Title